



COUNTY OF SAN LUIS OBISPO DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR QUALIFICATIONS PS- #951 ON-CALL CONSULTING ENGINEERING SERVICES FOR CALTRANS PROJECT DEVELOPMENT DOCUMENTATION

April 4, 2007

The County of San Luis Obispo is currently soliciting statements of qualifications for professional services for ON CALL CONSULTING ENGINEERING SERVICES FOR CALTRANS PROJECT DEVELOPMENT DOCUMENTATION.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all statement of qualifications and to waive any informalities.

If your firm is interested and qualified, please submit five 5 copies of your qualifications by 5:00 p.m. on May 11, 2007 to:

County of San Luis Obispo
Jack Markey, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the qualifications process, please contact me. For technical questions and information contact Dale Ramey at (805) 788-2931.

JACK MARKEY
Supervising Buyer - Central Services Division
jmarkey@co.slo.ca.us

STATEMENT OF QUALIFICATIONS SUBMITTAL AND SELECTION

1. All statement of qualifications, consisting of *five* (5) copies must be received by mail, recognized carrier, or hand delivered no later than 5:00 p.m. on May 11, 2007. Late statement of qualifications will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Jack Markey
Telephone: 805-781-5905
3. Costs of preparation of statement of qualifications will be borne by the proposer.
4. It is preferred that all statement of qualifications be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all statement of qualifications, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all statement of qualifications, whether selected or rejected.
9. The County reserves the right to award the contract to the firm or firms who presents the statement of qualifications which in the judgment of the County, best accomplishes the desired results.
10. Selection will be made on the basis of the statement of qualifications as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
11. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

STATEMENT OF QUALIFICATIONS FORMAT

All qualifying statements of qualifications must address all of the following points:

1. RFQ Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the RFQ Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the process review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Fees for services will be negotiated prior to the start of each project. Fees may be based upon fixed amount for a fixed scope of work or on a time-and-materials basis for a varying scope of work.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance and \$ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

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- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

6. Indemnification:

a. **Indemnification.** ENGINEER shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. The parties acknowledge that, in addition to whatever other acts or omissions may constitute negligence under applicable law, any act or omission of ENGINEER which constitutes a breach of any duty or obligation under, or pursuant to, this Agreement shall at a minimum constitute negligence, and may constitute recklessness or willful conduct if so warranted by the facts. The obligation to defend shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this paragraph will not extend to cover any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees. The rules of comparative fault shall apply to any judgment based upon a finding that several of the parties hereto were at fault, and the County's fault is based upon active negligence (rather than passive negligence).

- i The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this section 8 of the AGREEMENT, 'ENGINEER' shall include the ENGINEER, and/or its agents, employees, sub-contractors, or other independent contractors hired, by, or directly responsible to, ENGINEER.
- ii Nothing contained in the foregoing indemnity provisions shall be construed to require ENGINEER to indemnify COUNTY against any responsibility or liability in contravention of Civil Code 2782 or 2782.8.
- iii It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.
- iv ENGINEER has been hired by the COUNTY because of ENGINEER's specialized expertise in performing the work described in the attached Exhibit A. ENGINEER shall be solely responsible for such work. The COUNTY's review, approval and/or adoption of any designs, plans,

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specifications or any other work of the ENGINEER shall be in reliance on ENGINEER's specialized expertise and shall not relieve the ENGINEER of its sole responsibility for its work. Under no circumstances shall any act or omission of the COUNTY relating to any review, approval and/or adoption of any designs, plans, specifications or any other work of the ENGINEER constitute active negligence on the part of the COUNTY.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

PROJECT SCOPE

The San Luis Obispo County Public Works Department seeks to create a pool of qualified, professional, as needed consultants to provide design support services for the Caltrans Project Development Process. The purpose of this Request for Qualifications process is to establish the ability to obtain timely and efficient consultant assistance to supplement the County's design forces. To minimize response time and to meet legal deadlines, all-inclusive Lump Sum contracts or Specific Rates of Compensation (time and materials) contracts will be negotiated proactively and thus consultant help will be available to meet such needs as they arise.

The professional services shall include, but not be limited to, the following: preparation of PSR, PR, ED, preliminary design documents or other similar engineering services. These services may result the preparation of plans, specifications, and estimates suitable for the public bidding process.

Consulting contracts will be awarded among firms by the County Department of Public Works or Board of Supervisors during this period only. Only consultants participating and qualified under this Request for Qualifications No. 951 will be considered. Any project started within this period will continue through completion. All statement of qualifications shall remain firm through December 31, 2009, the time period for which this Consultant Pool is valid.

To qualify for admission to the pool, consultant teams must demonstrate knowledge and experience in preparing engineering studies and preparing plans, specifications and estimates for County public works projects. Preference will be given to firms with experience in working with Caltrans District 5 and firms that have had a Caltrans Design Round About approved and constructed.

Once competitively selected from this qualifications based selection process for the as-needed consultant pool, the best qualified consultants will negotiate contracts to provide professional services for each specific project.

TYPICAL PROJECTS

The following is a current list of projects that are being considered for consulting services. Not all of these projects will necessarily be awarded, and other projects may be added to this as they arise:

1. Southland Street / Hwy 101 Interchange PSR
2. Main Street / Hwy 101 Interchange PR
3. Ontario Road / Hwy 101 Operational Improvements PSR

The scope of the work involved in each of these projects shall include, but not be limited to the following tasks:

1. Project Development Phase: Depending upon the project, Consultant may provide a Project Study Report, Project Reports, Environmental Documentation, or preliminary design services.